

## GRANT OF TRANSMISSION LINE EASEMENT

## TRACT CHMD-1

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND SEVENTY-FIVE AND NO/100 Dollars (\$3,075.00), cash in hand paid, receipt whereof is hereby acknowledged, we, the undersigned,

EARNEST HEARN, single; HENRY W. HEARN, DOUGLAS HEARN, JAMES HEARN, LAURA D. MALONE, and BIRDIE MAE FURLOW,

have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer, and convey unto the United States of America a permanent easement and right-of-way for the following purposes, namely: the perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol one line of poles or transmission line structures with sufficient wires and cables for electric power circuits and telephone circuits, and all necessary appurtenances, in, on, over, and across said right-of-way, together with the right to clear said right-of-way and keep the same clear of brush, trees, buildings, and fire hazards; to destroy or otherwise dispose of such trees and brush; and to remove, destroy, or otherwise dispose of danger trees, if any, located beyond the limits of said right-of-way; all over, upon, across, and under the following described land, to wit:

A permanent easement and right of way for a transmission line on, over, and across a parcel of land located in DeSoto County, State of Mississippi, in the SW1/4SW1/4 sec. 33, T.1 S., R.5 W., as shown on sheet 10DA of US-TVA drawing LW-5463, the said parcel lying on each side of the center line of a transmission line location, and being more particularly described as follows:

Beginning at the northeast corner of the Miller, Mississippi, Substation site (US-TVA Tract No. MLRSS-1), a corner in the boundary of the United States of America's land; thence with the United States of America's boundary line and the north line of the substation site N. 89° 39' W., 481.0 feet, crossing the center line of the transmission line location at survey station 7 + 64.3 and at 319.2 feet, to a point; thence leaving the United States of America's boundary line and the line of the substation site and with a line 37.5 feet northwest of and parallel to the center line of the location N. 27° 23' E., 27.9 feet to a point diametrically opposite an angle in the center line at survey station 8 + 90.0; thence N. 85° 26' E., 711.9 feet to a point diametrically opposite an angle in the center line at survey station 2 + 40.0; thence S. 0° 39' W., 356.4 feet to a point in the southwest line of the present right of way of the Cordova-Holly Springs Tap to Miller Substation Transmission Line; thence with the said southwest line, a line 50 feet southwest of and parallel to the center line of the Cordova-Holly Springs Tap to Miller Substation Transmission Line, N. 62° 17' W., 55.6 feet to a point diametrically opposite an angle in the said center line at survey station (Equation: survey station 407 + 66.5 on the center line of the Cordova-Holly Springs Tap to Miller Substation

Prepared by L. Wayne Owens, Attorney, TVA, Chattanooga, TN 37401  
JWO:DHS (1/30/87)

## TRACT CHMD-1

Transmission Line location equals survey station 0 + 00.0 on the center line of the Tap to Ray Magee - Desoto Road Substation Transmission Line location); thence N. 89° 21' W., 25.5 feet to a point; thence with a line 37.5 feet west of and parallel to the center line of the Tap to Ray Magee - Desoto Road Substation Transmission Line location and its southerly prolongation N. 0° 39' E., 248.9 feet to a point diametrically opposite the angle in the center line at survey station 2 + 40.0; thence S. 85° 26' W., 166.1 feet to a point in the east line of the Miller, Mississippi, Substation site and in the boundary of the United States of America's land; thence with the United States of America's boundary line and the line of the substation site N. 0° 39' E., 10.2 feet to the point of beginning and containing 1.4 acres, more or less.

Furthermore, there is included the right to construct and maintain the following:

1. One single guy and two double guys with four rods and other necessary appurtenances for the transmission line structure located at survey station 2 + 40.0 on the center line of the location, the guys and rods to extend from the said structure in an easterly direction to one 5-foot log anchor and one 8-foot log anchor, the outermost anchor being located 9 feet beyond the right of way line.
2. One single guy and two double guys with four rods and other necessary appurtenances for the transmission line structure located at survey station 2 + 40.0 on the center line of the location, the guys and rods to extend from the said structure in a northerly direction to one 5-foot log anchor and one 8-foot log anchor, the outermost anchor being located 9 feet beyond the right of way line.
3. One single guy and one double guy with three rods and other necessary appurtenances for the transmission line structure located at survey station 8 + 90.0 on the center line of the location, the guys and rods to extend from the said structure in a northeasterly direction to one 8-foot log anchor located 4 feet beyond the right of way line.

This easement is conveyed subject to existing easement rights owned by the United States of America.

The grantors, except Earnest Hearn, covenant that the subject property constitutes no part of their homestead.

TO HAVE AND TO HOLD the said easement and right-of-way to the United States of America and its assigns forever.

We covenant with the said United States of America that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the easement rights hereinabove described, that said property is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

## TRACT CHMD-1

We agree that the payment of the purchase price above stated is accepted by us as full compensation for all damage caused by the exercise of any of the rights above described; except that the United States of America shall remain liable for any damage to growing crops and fruit trees and any direct physical damage caused to the property of the undersigned by its construction forces or by the construction forces of its agents and employees in the erection and maintenance of or in exercising a right of ingress and egress to said line.

We, for ourselves, our heirs, personal representatives, successors, and assigns, covenant with the United States of America that no buildings or fire hazards will be erected or maintained within the limits of the right-of-way, and agree that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 12th day of February, 1987.

EARNEST HEARN

HENRY W. HEARN

DOUGLAS HEARN

JAMES HEARN

LAURA D. MALONE

Birdie Mae Furlow  
BIRDIE MAE FURLOW

STATE OF CALIFORNIA, COUNTY OF FRESNO

Before me personally appeared BIRDIE MAE FURLOW, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed and delivered the same as her free act and deed on the day and year therein mentioned.

WITNESS my hand and seal of office this 12 day of February, 1987.

Cynthia Ann Sterling-Hawkins  
Notary Public

My commission expires:



-3-

Filed @ 10:00 A. M. March 26, 1987  
Recorded in book 190 Page 574  
H. G. Ferguson, Chancery Clerk